

**Request for Quotation and Qualifications Number
RFQQ-2015-0121-ACQ**

for

Online Utility Permitting System

by the

Washington State

Department of Transportation

Release Date: January 21, 2014

Due Date and Time

March 4, 2015 (4:00 PM Pacific Time)

The RFQQ Coordinator is the **SOLE POINT OF CONTACT** at WSDOT for this procurement.
All communication between the bidding Proposers and WSDOT shall be with the RFQQ
Coordinator.

Tim Carroll, RFQQ Coordinator
Phone: 360-705-7595
Email: CarrolT@wsdot.wa.gov

Table of Contents

1. INTRODUCTION	4
Background.....	4
Acquisition Authority	4
Purpose.....	4
Contract Term	4
Definitions.....	4
Award 7.....	7
OVERVIEW OF SOLICITATION PROCESS	7
Types and Components of Contract.....	7
Funding	8
2. SCHEDULE.....	8
3. ADMINISTRATIVE REQUIREMENTS	9
3.1 RFQQ Coordinator (Proper Communication)	9
3.2 [M] Letter of Intent	9
3.3 Vendor Questions.....	9
3.4 Vendor Comments Invited.....	10
3.5 Response Contents	10
3.6 (M) Number of Response Copies Required.....	10
3.7 (M) Response Presentation and Format Requirements.....	10
3.8 DELIVERY OF RESPONSES.....	11
3.9 Cost of Response Preparation	11
3.10 Response Property of WSDOT	12
3.11 Proprietary or Confidential Information	12
3.12 Waive Minor Administrative Irregularities	12
3.13 Errors in Response	12
3.14 Amendments/Addenda.....	12
3.15 Right to Cancel	13
3.16 Contract Requirements.....	13
3.17 Incorporation of Documents into Contract	13
3.18 No Best and Final Offer.....	13
3.19 No Costs or Charges	13
3.20 Minority and Women’s Business Enterprises (MWBE).....	13
3.21 No Obligation to Contract/Buy	14
3.22 Non-Endorsement and Publicity	14
3.23 Withdrawal of Response	14
3.24 Optional Vendor Debriefing	14
3.25 Complaint and Protest Procedures	14
3.26 Selection of Apparently Successful Vendor	14

3.27	Electronic Availability	15
4	VENDOR REQUIREMENTS.....	16
4.1	(M) Vendor Profile	16
4.2	(M) Vendor Organizational Capabilities	16
4.3	(M) Vendor Account Manager.....	16
4.4	(M) Vendor Licensed to do Business in Washington	16
4.5	(M) Use of Subcontractors (<i>If Applicable</i>)	16
4.6	(M) Prior Contract Performance	17
4.7	(M) Documentation.....	17
5	EXPERIENCE AND SKILL QUALIFICATIONS.....	18
5.1	(M) Experience Levels.....	18
5.2	(MS) Staff Qualifications.....	18
5.3	(MS) Résumés.....	19
5.4	(MS) Oral Presentations/Interviews.....	19
6.	TECHNICAL REQUIREMENTS:	20
6.1	(M) Delivery.....	20
6.2	(M) Software Upgrades and Enhancements.....	21
6.3	(M) Software Maintenance and Support Services.....	21
6.4	(M) Vendor Commitments, Changes, Warranties and Representations.....	23
6.5	(M) Training.....	23
6.6	(M) Protection of WSDOT's Confidential Information.....	23
7.	BEST VALUE	25
7.1	(MS) Best Value.....	25
7.2	SCORING OF BEST VALUE.....	25
8	FINANCIAL QUOTE.....	25
8.1	Overview	25
8.2	Financial Grounds for disqualification	25
8.3	Taxes.....	25
8.4	(M) Price List.....	26
8.5	(M) Presentation of All Cost Components.....	26
8.6	(M) Price Protection.....	26
8.7	(M) Price Decrease Guarantee	26
8.8	(M) Costs Not Specified	27
8.9	(M) Cost Model.....	277
8.10	(MS) Completion of Cost Model	27
9	EVALUATION PROCESS	28
9.1	Overview	28
9.2	Administrative Screening.....	28
9.3	Mandatory Requirements.....	28
9.4	Allocation of Points	28
9.5	Qualitative Review and Scoring	29
9.6	Vendor Total Score	30

9.7	Selection of Apparently Successful Vendor	30
APPENDICES		
	Appendix A: <i>Certifications and Assurances</i>	
	Appendix B: <i>Model [Master] Contract</i>	
	Appendix C: <i>MWBE Participation Form [if applicable]</i>	
	Appendix D: Complaint and Protest Procedures	
	Appendix E: Cost Model	
	Appendix F: Response Checklist	

SECTION 1

1. INTRODUCTION

Background

WSDOT HQ's Utility Office, a business unit within WSDOT's Development Division, is responsible for setting Agency wide standards, practices and policy for processing utility requests that accommodate utility facilities within WSDOT's Highway right-of-way. Utilities include such things as electric power, water, sewer, tele-communications, storm drains and gas.

The WSDOT processes about 2000 Utility Permit and Franchise documents statewide each year. Utilities include, but are not limited to, electric power, water, sewer, tele-communications, storm drains and gas. (*note: wireless services are not considered a Utility in Washington State.*)

WSDOT is soliciting to replace the current Permitting process which is paper based, onerous and duplicates data input efforts, which allows for errors in information transferred to a database that has limited reporting abilities and is unable to track where the Application is in the process.

Acquisition Authority

Chapter 39.26 of the Revised Code of Washington (RCW) as amended. WSDOT issues this Request for Quotation and Qualifications (RFQQ) acting under the delegated authority of the Department of Enterprise Services and consistent with the policies and standards of the Office of Chief Information Officer (OCIO).

Purpose

WSDOT is initiating this solicitation to acquire an Online Utility Permitting System (OUPS) for a Utilities Division Pilot Project for processing Utility Permits and Franchises. WSDOT expects to purchase a system that will be externally hosted, supported and maintained by the vendor.

If the Pilot results in the desired outcome the OUPS will be implemented statewide.

Contract Term

It is anticipated that the term of resulting Contract for this Pilot project will be One (1) year commencing on the effective date of the Contract. WSDOT, at its sole discretion, may initiate extending the Contract for up to five (5) additional one- (1) year terms

Definitions

"Acceptable Alternative" shall mean a Vendor-proposed option that WSDOT considers satisfactory in meeting a Mandatory requirement. WSDOT, at its sole discretion, will determine if the proposed alternative meets the intent of the original Mandatory requirement.

"Apparently Successful Vendor"(ASV) shall mean the Vendor(s) who: (1) meets all the requirements of this RFQQ, **and** (2) receives the highest number of total points.

"Applicant" A person, association, private or municipal corporation, the United States government (or any agency thereof) that submits an Application for Utility Permit or Franchise to WSDOT.

“Application” A WSDOT defined form that provides a mechanism for an applicant to request permission to construct, operate and maintain a utility facility within WSDOT’s operating highway right of way.

“Business Days” or “Business Hours” shall mean Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

“Contract” shall mean the RFQQ, the Response, Contract document, all schedules and exhibits, all statements of work and all amendments awarded pursuant to this RFQQ.

“Delivery Date” shall mean the date by which the ordered service must be delivered.

“Desirable” or “(D)” shall mean the requirement is important but not mandatory. The Response will not be scored.

“Desirable Scored” or “(DS)” shall mean the requirement is important but not mandatory, and the Response will be scored.

“Franchise” A written agreement between WSDOT and a utility owner granting the owner a limited right for a *longitudinal utility installation* within WSDOT’s operating highway right-of-way.

“License” shall mean the right to use the software.

“Mandatory” or “(M)” shall mean the Vendor must comply with the requirement, and the Response will be evaluated on a pass/fail basis.

“Mandatory Scored” or “(MS)” shall mean the Vendor must comply with the requirement, and the Response will be scored.

“Permit” A written agreement between WSDOT and a utility owner granting the owner a limited right for a utility installation within WSDOT’s operating highway right-of-way other than by franchise. In general, permits are used when an applicant wishes to cross normal to the highway center-line, or wishes to use less than 300 feet of a longitudinal section of the right-of-way without crossing the highway center-line.

“Products” shall mean *On-line Utility Permitting System* as defined in this section.

“RCW” means the Revised Code of Washington.

“Response” shall mean the written proposal submitted by Vendor to WSDOT in accordance with this RFQQ. The Response shall include all written material submitted by Vendor as of the date set forth in the RFQQ schedule or as further requested by WSDOT. With any subsequent oral presentations for the interview process presentation, materials will also be required.

“Right of way” A general term denoting land, property, or interest therein, usually in a strip, acquired for or devoted to highway transportation purposes.

Response time: the length of time taken for a person or system to react to a given stimulus or event.

“Services” may include both Professional Services and shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation.

“Software” shall mean the object code version of computer programs Licensed pursuant to the Contract. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

“State” shall mean the state of Washington.

“Statement of Work” (SOW) shall mean the statement of work included in, or attached to, the resulting Contract between Vendor and WSDOT for Vendor’s OUPS to be accomplished under the terms and conditions of the resulting Contract.

“Subcontractor” shall mean one not in the employment of Vendor, who is performing all or part of the OUPS under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Vendor” shall mean a company, organization, or entity submitting a Response to this RFQQ.

“User” shall mean internal WSDOT staff or and external customers that access and or interact within the On-line Utility Permitting System

“Utility” A term denoting electric power, communication, cable television, water, gas, oil, petroleum products, steam, chemicals, sewage, drainage, irrigation, fire or police signal systems, and similar lines. Also, the term utility includes those utility-type facilities which are owned or leased by a government agency for its own use, or otherwise dedicated solely to governmental use. The term utility does not include utility-type facilities required for the support, control, operation, and maintenance of the highway system, if they are owned and controlled by the highway authority.

“WSDOT” shall mean Washington State Department of Transportation

“WSDOT IT” shall mean the Washington State Department of Information Services.

Award

Only one (1) Apparently Successful Vendor (ASV) will be identified via this procurement. WSDOT intends to award only one (1) Contract.

Overview of Solicitation Process

During Phase I, WSDOT will select Top-finalists based on the scoring criteria set forth in Section 9 of the RFP. During Phase II, those selected Vendor Top-Finalists must provide an oral presentation performing a demonstration of their product as described in Section 5.4, titled “Oral Presentations/Interviews”. WSDOT will select from the Top-finalists an ASV based on the criteria set forth in Section 9, *Evaluation Process*.

Types and Components of Contract

The system presented must provide WSDOT Utility Offices tools to efficiently process utility occupancy requests and to manage the installation, and data describing the as-built condition, of utility facilities within WSDOT’s Right Of Way.

This will be a Pilot Project Agreement for the use of the online system prior to implementation of a statewide use to determine if the system can provide the following Success Criteria:

- Provide an externally hosted, supported and maintained Utility Permitting System.
- Provide easy access and usability for WSDOT and Utility users
 - On-line data entry for Permits and Franchises to initiate the permitting process
 - Online interactive transfer of documents (Adobe, Excel, Word...)
 - On-line permit status availability
 - On-line electronic version of Permits and Franchises
- Provide permissions based access to protect stored data
- For future entries identify the User when they logon and populate standard information fields with the Users information.
- As the database populates, be able to notify the User upon entry of a request of other Utility installs, either in place or in process.
- Receive and implement changes to the WSDOT roadway network, triggered by periodic updates from WSDOT’s Transportation Data and GIS Office (TDGO) – using the geometric information from WSDOT’s Linear Referencing System.
- Implement GIS for final (as-built) records of utility installations
- Provide interactive communication and work flows between users
- Demonstrate that the system can reduce time and effort in utility permit processing.
- Demonstrate that the system can provide ad hoc reports from the data stored in the system
- The Vendor must insure that data integrity will be maintained
- Provide time tracking for Inspectors and Reviewers to assist in invoice verifications
- Provide built-in automatic routing of an originating Application to the appropriate Region Accommodation Engineer
- Allow the Region Accommodation Engineer to route Application documents to multiple WSDOT subject matter experts for input and feedback.
- Provide built-in automatic routing for approval of a completed Application package to the appropriate signing authority based on known business rules.

- Display WSDOT's logo at the entrance portal for the website, and on all documents generated by the system.

General

WSDOT will award one contracts for this Pilot project to provide the OUPS described in this RFQQ. Additional OUPS that are appropriate to the scope of this RFQQ, as determined by WSDOT, may be added to the resulting Contract by a written amendment mutually agreed to and executed by both parties.

Funding

The maximum consideration available for this project is twenty five thousand (\$25,000.00) (US dollars). This amount includes all fees, travel, freight, and other expenses, including Washington State use/sales tax. Responses containing quotes in excess of this amount will be disqualified from further consideration.

SECTION 2

2. SCHEDULE

This RFQQ is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation. All times are local time, Olympia, WA.

<u>DATE & TIME</u>	<u>EVENT</u>
01/21/2015	RFQQ Issued
01/29/2015 (4:00 PM PT)	Mandatory Letter of Intent
02/12/2015 (4:00 PM PT)	Final Vendor Questions and Comments due
02/18/2015(4:00 PM PT)	State's Final Written Answers issued
03/04/2015(4:00 PM PT)	Responses due
03/04 - 03/11/2015	Phase 1 Evaluation period
03/12/2015	Top-Finalists/ Notification Interviews
03/17 - 03/18/2015	Top-Finalist Interviews
03/19/2015	Announcement of ASV.
03/26/2015	Vendor Request for Optional Debriefing due
03/30/2015	Optional Vendor Debriefings
04/6/2015	**Contract Effective

WSDOT reserves the right to revise the above schedule.

SECTION 3

3. ADMINISTRATIVE REQUIREMENTS

3.1 RFQQ Coordinator (Proper Communication)

Upon release of this RFQQ, all Vendor communications concerning this solicitation must be directed to the RFQQ Coordinator listed below. With the exception of the Office of *Minority and Women's Business Enterprises*, (reference Subsection 3.230), unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the State. Vendors should rely only on written statements issued by the RFQQ Coordinator.

Tim Carroll, RFQQ Coordinator
Washington State Department of Transportation
310 Maple Park Avenue SE
Olympia, WA 98504

Telephone: (360) 705-7595
FAX: (360) 704-6381
E-mail: carrolt@wsdot.wa.gov

3.2 [M] Letter of Intent

A letter indicating the Vendor's intent to respond to this RFQQ must be received by the RFQQ Coordinator at the address specified in Section 3, *RFQQ Coordinator*, no later than the date and time listed in Section 2, *Schedule*. The Vendor may submit the Letter of Intent by U.S. mail, facsimile or e-mail. Failure to submit a Letter of Intent by the deadline specified in Section 2, *Schedule*, will result in Vendor disqualification and the rejection of any subsequent Response.

Each Vendor must include the following information in the Letter of Intent:

- a) Vendor name;
- b) Statement that the Vendor intends to propose; and
- c) Vendor's authorized representative for this RFQQ, who will be available as the primary contact throughout the RFQQ process, and contact information as follows:

Name and title of authorized representative

Address

Telephone number

FAX number

E-mail address

3.3 Vendor Questions

Vendor questions regarding this RFQQ will be allowed until the date and time specified in the Schedule (Section 2). Vendor questions must be submitted in writing (e-mail acceptable) to the RFQQ Coordinator. An official written WSDOT response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted on the WSDOT web site at: <http://www.wsdot.wa.gov/Business/Contracts/>

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted to the WSDOT web site will be considered official and binding.

3.4 Vendor Comments Invited

Vendors are encouraged to review the mandatory requirements of this RFQQ carefully, and submit any comments and recommendations to the RFQQ Coordinator. Where mandatory requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFQQ Coordinator by the deadline for Vendor Questions, Comments, and Complaints in the *Schedule* (Section 2).

3.5 Response Contents

The Response must contain information responding to all mandatory requirements in Sections 4 through 8, and must include the signature of an authorized Vendor representative on all documents required in the appendices.

The Response should be submitted in two (2) volumes containing what is listed below. This separation of documentation protects the integrity of the State's evaluation process. No mention of the cost response may be made in Volume 1. Submittals, if printed out, must print out as single sided typed 8.5" x 11" pages with font size no smaller than 12 point. If charts or graphs are utilized, text must be no smaller than 8 point, and print as single sided 8.5" x 11" pages.

Volume 1:

Vendor's cover letter explicitly acknowledging receipt of all RFQQ revisions issued, if any
The Response to the Vendor requirements (Section 4)
The Response to the Experience and Skill requirements (Section 5)
The Response to the Technical Expertise requirements (Section 6)

Volume 2:

The Responses to the financial requirements and *Price List* (Section 8)
The cost response in a completed *Cost Model* (Appendix E)
Vendor's signed and completed *Certifications and Assurances* (Appendix A)
Vendor's exceptions and/or proposed revisions to the Contract (Appendix B)
Vendor's *MWBE Certification* (Appendix C), if applicable
Vendor's Best Value Statement

Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

3.6 (M) Number of Response Copies Required

WSDOT prefers that vendors submit the following number of copies for each volume of their response.

Five (5) hard copies [two (2) originals and three (3) copies] and 1 Jump drive of Response Volume 1.

Five (5) hard copies [two (2) originals and three (3) copies] and 1 Jump Drive of Response Volume 2.

One (1) copy of manuals, brochures, or other printed materials, if submitted.

3.7 (M) Response Presentation and Format Requirements

The following requirements are mandatory in responding to this RFQQ. Failure to follow these requirements may result in Vendor disqualification.

- 3.7.1 Submit Certifications and Assurances with original signature separately from the electronic Response.
- 3.7.2 Vendor must respond to each question/requirement contained in Sections 4 through Section 7 of this RFQQ, and complete the Cost Model, Appendix E. Failure to comply with any applicable item may result in the Response being disqualified.
- 3.7.3 Each of the RFQQ requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:
 - a) For Mandatory requirements (**M**), the Response must always indicate explicitly whether or not the Vendor's proposed **OUPS** meet the requirement. A statement, "(Vendor Name) has read, understands, and fully complies with this requirement" is acceptable, along with any additional information requested.
 - b) For Mandatory Scored (**MS**) and Desirable Scored (**DS**) items, the Response must always indicate explicitly whether or not the Vendor's proposed **OUPS** meet the requirement, and describe how the proposed Vendor's **OUPS** will accomplish each requirement or are desirable as it relates to the service(s) proposed.
- 3.7.4 Pages must be numbered consecutively within each section of the Response showing Response section number and page number.
- 3.7.5. Include Vendor name and the name, address, e-mail, facsimile and telephone number of the Vendor's authorized representative at the beginning of each volume of the Response.
- 3.7.6. Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.
- 3.7.7. Response prices must be submitted using the *Cost Model*, Appendix E. Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Response.
- 3.7.8. The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.
- 3.7.9. The Response must be in Word, Excel, or PDF. Other file formats may be accepted with prior approval of the RFQQ Coordinator.

3.8 Delivery of Responses

It is mandatory that Vendors submit all copies of their Responses by the date and time in Section 2, *Schedule*, to the RFQQ Coordinator at the address specified in *RFQQ Coordinator* (Section 3).

The Response, in its entirety, must be received by the RFQQ Coordinator in accordance with the Solicitation Schedule. Responses are to be sent via e-mail unless other arrangements are agreed upon in advance and in writing by the RFQQ Coordinator. Late Responses will not be accepted and will be automatically disqualified from further consideration. The "receive date/time" posted by the RFQQ Coordinator's e-mail system will be used as the official time stamp and may not be the exact time. WSDOT assumes no responsibility for delays caused by network problems or any other party.

3.9 Cost of Response Preparation

WSDOT will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFQQ.

3.10 Response Property of WSDOT

All materials submitted in response to this solicitation become the property of WSDOT, unless received after the deadline in which case the Response is returned to the sender. WSDOT has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

3.11 Proprietary or Confidential Information

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. WSDOT will not accept Responses where pricing is marked proprietary or confidential, and the Response will be rejected.

To the extent consistent with chapter 42.17 RCW, the Public disclosure Act, WSDOT shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a request is made to view Vendor's proprietary information, WSDOT will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, WSDOT will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as WSDOT retains Vendor's information in WSDOT records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

3.12 Waive Minor Administrative Irregularities

WSDOT reserves the right to waive minor administrative irregularities contained in any Response. Additionally, WSDOT reserves the right, at its sole option, to make corrections to Vendors' Responses when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted price after the Response submission deadline.

3.13 Errors in Response

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. WSDOT is not liable for any errors in Responses. WSDOT reserves the right to contact Vendor for clarification of Response contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFQQ Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

3.14 Amendments/Addenda

WSDOT reserves the right to change the *Schedule* or other portions of this RFQQ at any time. WSDOT may correct errors in the solicitation document identified by WSDOT or a Vendor. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFQQ Coordinator. If there is any conflict between amendments, or

between an amendment and the RFQQ, whichever document was issued last in time shall be controlling. In the event that it is necessary to revise or correct any portion of the RFQQ, a notice will be posted on the procurement web site at: <http://www.wsdot.wa.gov/Business/Contracts/>

3.15 Right to Cancel

With respect to all or part of this RFQQ, WSDOT reserves the right to cancel or reissue at any time without obligation or liability.

3.16 Contract Requirements

To be responsive, Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B, by signing the *Certifications and Assurances* located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of WSDOT, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. All of Vendor's exceptions to the contract terms and conditions in Appendix B must be submitted within the Response, attached to Appendix A, *Certification and Assurances*. WSDOT expects the final Contract signed by the ASV to be substantially the same as the contract located in Appendix B.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASV will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted ten (10) days' time frame, WSDOT may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation (see Subsection 3.15, *Right to Cancel*). Vendor's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

3.17 Incorporation of Documents into Contract

This solicitation document and the Response will be incorporated into any resulting Contract.

3.18 No Best and Final Offer

WSDOT reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer.

3.19 No Costs or Charges

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

3.20 Minority and Women's Business Enterprises (MWBE)

WSDOT strongly encourages participation of minority and women businesses. Vendors who are MWBE certified or intend on using MWBE certified Subcontractors are encouraged to identify the participating firm on Appendix C. No minimum level of MWBE participation is required as a

condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. For questions regarding the above, contact Office of MWBE at (360) 753-9693.

3.21 No Obligation to Contract/Buy

WSDOT reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates WSDOT to make any purchases.

3.22 Non-Endorsement and Publicity

In selecting a Vendor to supply **OUPS** to the state of Washington, the State is neither endorsing Vendor's Products, nor suggesting that they are the best or only solution to the State's needs. By submitting a Response, Vendor agrees to make no reference to WSDOT or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of WSDOT.

3.23 Withdrawal of Response

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the *Schedule*, Section 2). To accomplish Response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.

3.24 Optional Vendor Debriefing

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the *Schedule* (Section 2). The request must be in writing (fax or e-mail acceptable) addressed to the RFQQ Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, WSDOT will discuss the factors considered in the evaluation of the requesting the Response and address questions and concerns about Vendor's performance with regard to the solicitation requirements.

3.25 Complaint and Protest Procedures

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFQQ Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Complaint and Protest Procedures*.

3.26 Selection of Apparently Successful Vendor

All Vendors responding to this solicitation will be notified by mail or e-mail when WSDOT has determined the ASV. The ASV will be the respondent who: (1) meets all the requirements of this RFQQ; and (2) receives the highest number of total points as described in Section 9.6, *Vendor Total Score*. The date of announcement of the ASV will be the date the announcement letter is postmarked, or if emailed the date the e-mail is sent.

3.27 Electronic Availability

The contents of this RFQQ and any amendments/addenda and written answers to questions will be available on the WSDOT web site at: <http://www.wsdot.wa.gov/Business/Contracts/>.

SECTION 4

4 VENDOR REQUIREMENTS

Respond to the following requirements per the instructions in section 3.7.

4.1 (M) Vendor Profile

Vendor must provide the legal business name, legal status (*e.g.*, corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom WSDOT may execute any Contract arising from this RFQQ, including the names and titles of Vendor's principal officers.

4.2 (M) Vendor Organizational Capabilities

Vendor must provide a brief description of its entity (including business locations, size, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Vendor organization's experience and history with Transportation Departments regarding Utilities data management and storage, and systems for on-line permitting – including, to the extent applicable, the aspects of on-line permitting specified in Section 1, above, under Types and Components.

4.3 (M) Vendor Account Manager

Vendor shall designate an Account Manager who will be the principle point of contact for the WSDOT Contract Administrator for the duration of this Contract. The Vendor Account Manager information is:

Vendor Account Manager/Team:

Address:

Phone:

Fax:

E-mail:

4.4 (M) Vendor Licensed to do Business in Washington

Within thirty (30) days of being identified as the ASV, Vendor must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Vendor must collect and report all applicable taxes.

4.5 (M) Use of Subcontractors

WSDOT will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Vendors must state whether Subcontractors are/are not being used, and if they are being used, Vendor must list them in response to this subsection. WSDOT reserves the right to approve or reject any and all Subcontractors that Vendor proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by WSDOT.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

4.6 (M) Prior Contract Performance

Vendor must submit full details of all Terminations for Default for performance similar to the services requested by this RFQQ experienced by the Vendor in the past five (5) years, including the other party's name, address and telephone number.

"Termination for Default" is defined as notice to Vendor to stop performance due to the Vendor's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.

WSDOT will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFQQ may be jeopardized by selection of the Vendor.

If the Vendor has experienced no such Terminations for Default in the past five years, so declare.

4.7 (M) Documentation

4.7.1 Provide a sample Training and User's guide or manual

4.7.2 Screen shot details of the system

SECTION 5

5 Experience and Skill Qualifications

Respond to the following requirements:

5.1 (M) Experience Levels

Vendor must provide contracted personnel according to the Senior and Expert experience levels shown below. Capability means that an individual would be ready to report to work within fifteen (15) Business Days after contract execution.

5.1.1 Expert Level

Qualifications: Ten (10) or more years performing any combination of Utility Data Management and Online Permitting services, as well as leadership and management responsibilities. Individuals with proven interpersonal communications and problem solving skills. Ability to provide innovative ideas, identify problem areas and provide solutions, and transfer technical information to state staff. Personnel experienced in the integration of complex systems working with a technically diverse staff.

5.1.2 Senior Level Qualifications: Five (5) or more years performing any combination of Utility Data Management and Online Permitting services, as well as leadership and management responsibilities. Personnel with proven interpersonal communications and problem solving skills. Ability to provide innovative ideas, identify problem areas and provide solutions, and transfer technical information to state staff. Proficiency in integration of complex systems working with a technically diverse staff

5.2 (MS) Staff Qualifications

Vendor may submit a response for one, several, or all of the Skill Categories listed in this section. The response for each skill category will be evaluated independently. A single member of a Vendor's staff may qualify in more than one of the Skill Categories.

5.2.1 Data Management for public agency Utility accommodation, including but not limited to conflict management, GIS integration and reporting.

5.2.1.1 Resources

Vendor must indicate the available number of individuals its organization capable of providing at the levels (*Expert or Senior*) for this skill category that are available to support WSDOT in all aspects of the OUPS.

5.2.1.2 Direct Work History

List engagements where Vendor provided the specific services identified below. It is not mandatory that Vendor has experience in all of the following service areas. However, those Vendors who are able to identify the most extensive related experience will receive the highest evaluation scores. Of particular interest will be experience managing Web-based On-line applications. A single engagement may be listed for more than one of these key services, if appropriate. Indicate Vendor's level of support for the engagement by using the number years or projects of active participation.

5.2.1.3 Other Related Experience

Vendors having additional skills or experience related to secured web- based systems that provide interface between entities for transfer of information and GIS mapping, which may be of value to WSDOT, should list the experience below.

5.3 (MS) Résumés

Vendor must provide a professional résumé describing the educational and work experiences for each “Senior” or “Expert” key staff who would be assigned to the project. Vendors may remove personal identification information from résumé s prior to submittal (e.g., name, address, and telephone numbers).

Do not exceed two typewritten, single-sided pages for each résumé. Resumes should contain the following information in the order shown:

- 5.3.1 *Skill Category*
- 5.3.2 *Name of candidate and Work Title*
- 5.3.3 *Experience Level*
- 5.3.4 *Employment Status with Vendor*
- 5.3.5 *Number of Years’ Experience*
- 5.3.6 *Related Work Experience Summary*
- 5.3.7 *Education/Certifications*

Vendor may propose an alternate individual if, at Contract award or any time thereafter, any specifically named individual(s) identified in the Response to work on this engagement is not available. However, WSDOT has the right to approve or reject any change in Vendor personnel.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

5.4 (MS) Oral Presentations/Interviews

WSDOT at its sole discretion may elect to select the top scoring finalists for an oral presentation and final determination of Contract award. In the oral presentation the Vendor must provide a sample of the Instruction Manual/ Users Guide, present a video of how the system is accessed, populated, how the data is stored, transferred, and how and the user submits its Application.

If WSDOT elects to hold oral presentations, it will contact the top scoring Vendors to schedule a date, time, and location in accordance with the Schedule in Section 2. Representations made by the Vendor during the oral presentation will be considered binding.

6. TECHNICAL REQUIREMENTS:

6.1 (M) Delivery

6.1.1. Describe how the system will provide WSDOT IT with documentation regarding their change management procedures. And exhibit how it will ensure that all WSDOT IT Assets stored within their product are secured as defined by the OCIO's policy 141.10 as of 10/01/2011. Describe how you will provide WSDOT IT Security Staff with the results of any requested global search from any or all publically accessible instances for a given keyword or key-phrase, within one business day.

6.1.2. Describe how the system will be made available for external and internal WSDOT use during business hours of 6:00am to 6:00pm (Pacific Time), Monday through Friday, as a minimum service level.

6.1.3. Describe how the system will provide response times under ten (10) seconds for 90% of all requests, and how it will ensure that the response time shall not diminish as new users are added.

6.1.4. Describe how the Online Utility Permitting System (OUPS) Administration Portal will provide separate user and group administration interfaces for managing external utility permit/franchise applicant organizations and their staff, and the workflow routing of permits/franchises throughout WSDOT staff. All information transferred, either to or from the vendor's cloud based software, shall be encrypted.

6.1.5. Describe how the system will provide Federated Same Sign-on (SSO) as the method for user authentication of WSDOT Staff with the OUPS, allowing WSDOT users to use their standard domain credentials. WSDOT shall provide an Active Directory Federation Services 2.0 (AD FS 2.0) environment to facilitate our side of the federated identity solution. The vendor's solution shall be compatible with AD FS 2.0 using the SAML or other supported protocol.

6.1.6. Describe your systems role based authorization for OUPS shall be handled within the OUPS software. WSDOT may choose to control global authentication to OUPS (the ability to log in to the software). Once a user has been granted the ability to log in, role based security within the OUPS shall control access to the software's various capabilities.

6.1.7. Describe how reports can be created by end users of OUPS and its exportability to open data formats including Excel or csv format, MS/Word or Rich Text, and Portable Document Format (PDF).

6.1.8. Describe the virus detection software used to inspect all files to be imported / uploaded by end users of OUPS.

6.1.9. Describe what End user documentation will be provided by the vendor.

6.2.0 Describe the systems mechanism for Disaster Recovery that will restore system availability and usability within 48 hours.

6.2.1. Describe how the system will provide WSDOT with the means to generate detailed reports from OUPS for the purpose of project design, project construction, and Public Disclosure requests.

6.2 (M) Software Upgrades and Enhancements

Vendor shall exhibit how they will provide:

6.2.1 Supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of hardware;

6.2.2 Supply at no additional cost standard updated versions of the Software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Software supplied to WSDOT; and

6.2.3 Supply at no additional cost standard interface modules that are developed by Vendor for interfacing the Software to other Software products.

6.2.4 Supply at no additional cost a Quality Assurance web environment for testing proposed changes by the Vendor to the production website.

6.3 (M) Software Maintenance and Support Services

6.3.1 Describe how you will provide a replacement copy or correction service at no additional cost to WSDOT for any error, malfunction, or defect in Software that, when used as delivered, fails to perform in accordance with the Specifications and that WSDOT shall bring to Vendor's attention. Vendor shall undertake such correction service as set forth below and shall use its best efforts to make corrections in a manner that is mutually beneficial. Vendor shall disclose all known defects and their detours or workarounds to WSDOT.

In addition, Vendor shall provide the following Services:

6.3.2 Describe how the system will provide Help Desk Services. Vendor shall provide Help Desk Services for reporting errors and malfunctions and troubleshooting problems. Note: The Vendor's Help Desk Services shall be web-based and/or by toll-free telephone lines and/or via e-mail. Describe how the Vendor's Help Desk Services will include, at a minimum the following Services:

- a. Assistance related to questions on the use of the subject Software;
- b. Assistance in identifying and determining the causes of suspected errors or malfunctions in the Software;

- c. Advice on detours or workarounds for identified errors or malfunctions, where reasonably available;
- d. Information on errors previously identified by WSDOT and reported to Vendor and detours to these where available; and
- e. Advice on the completion and authorization for submission of the required form(s) reporting identified problems in the Software to Vendor.
- f. On-line Support. Vendor may execute on-line diagnostics from a remote Vendor location solely to assist in the identification and isolation of suspected Software errors or malfunctions.
- g. Error and Malfunction Service. Where within two (2) Business Days of receiving oral or written notification by WSDOT of identified errors or malfunctions in the Software, Vendor will either:
 - g.1 Provide WSDOT with detour or code correction to the Software error or malfunctions. Each detour or code correction will be made available in the form of either a written correction notice or machine-readable media and will be accompanied by a level of documentation adequate to inform WSDOT of the problem resolved and any significant operational differences resulting from the correction that is known by Vendor, or
 - g.2 Provide WSDOT with a written response describing Vendor's then-existing diagnosis of the error or malfunction and generally outlining Vendor's then-existing plan and timetable, subject to WSDOT's approval, for correcting or working around the error or malfunction.

6.3.3 Describe On-Call Support. If a problem occurs that significantly impacts WSDOT's usage of the Software and remains unidentified or unresolved after WSDOT has utilized the detour or code correction prescribed by Vendor pursuant to subsection g.1. above, Vendor will dispatch a qualified representative to the system location during Business Days and Hours. This representative shall have the qualifications necessary to provide:

- a. Advice and assistance in diagnosis and identification of Software errors or malfunctions.
- b. On-site consultation on correction or detour of identified errors or malfunctions.

Note: When Vendor performs Services pursuant to this Contract that require the use of WSDOT's equipment, WSDOT agrees to make the equipment available at reasonable times and in reasonable time increments, and in no event will WSDOT charge Vendor for such use.

6.3.4 Describe the Maintenance Release Services. Vendor will provide error corrections and maintenance releases to the Software that have been developed by Vendor at no additional cost to WSDOT. Such releases shall be licensed to WSDOT pursuant to the terms and conditions of this Contract. Each maintenance release will consist of a set of programs and files made available in the form of machine-readable media and will be accompanied by a level of documentation adequate to inform WSDOT

of the problems resolved including any significant differences resulting from the release that are known by Vendor. Vendor agrees that each maintenance release of Software will be compatible with the then-current unaltered release of Software applicable to the computer system.

6.4 (M) Vendor Commitments, Changes, Warranties and Representations

6.4.1 Any written commitment by Vendor within the scope of this Contract shall be binding upon Vendor. Failure of Vendor to fulfill such a commitment may constitute breach and shall render Vendor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Vendor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Vendor in its Response or contained in any Vendor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to WSDOT.

6.4.2 The vendor shall provide WSDOT IT with documentation regarding their change management procedures (e.g. How changes are communicated to clients, how much lead time is provided prior to the change, etc.)

6.5 (M) Training

6.5.1 Describe how the Vendor will provide training, by at least one qualified Vendor employee to WSDOT's employees, agents, or independent contractors, at such location as the parties may agree. At a minimum, to include orientation and familiarization training on the Software and be sufficiently thorough to instruct WSDOT's staff in the use of the Software, and to be implemented at a date to be agreed by the parties, but in no case later than 60 days after the execution of this Agreement.

6.5.2 The Vendor shall provide training manuals/user guides for distribution to the user outside the WSDOT. the guidance must include logon and account set up procedures and take the user through the Application process in a comprehensive manner.

Note: WSDOT shall have the right, so long as the Software licensed or purchased hereunder is in use by WSDOT, to give instruction to WSDOT's personnel in all courses described above without charge, using materials supplied by Vendor. Such use by WSDOT of Vendor's materials shall include the right to reproduce the same solely for the permitted use, which use and reproduction shall not be a violation or infringement upon any patent, copyright, or other proprietary right of Vendor. Vendor grants to WSDOT the right to make derivative works, update, modify, copy, or otherwise reproduce the documentation furnished pursuant to this section at no additional charge.

6.6 (M) Protection of WSDOT's Confidential Information

6.6.1 Describe how you will guarantee that no third party data mining is provided by the vendor to WSDOT data, either data details or in any summarized form. The vendor shall record the date and time of each user's access to the vendor supplied data store.

6.6.2 Vendor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes (“Confidential Information”). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data or information identifiable to an individual that relates to any of these types of information. Vendor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without WSDOT’s express written consent or as provided by law. Vendor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by WSDOT. Vendor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. Further, WSDOT IT prefers that confidential information be encrypted at rest (when stored within the database), and that the vendor supplies SSL Certification with Extended Validation. Should any confidential information received in the performance of this contract be breached, disclosure shall be made in accordance with RCW 19.255.010 and RCW 42.56.590.

6.6.3 Immediately upon expiration or termination of this Contract, Vendor shall, at WSDOT’s option: (i) certify to WSDOT that Vendor has destroyed all Confidential Information; or (ii) return all Confidential Information to WSDOT; or (iii) take whatever other steps WSDOT requires of Vendor to protect WSDOT’s Confidential Information.

6.6.4 WSDOT reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Vendor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

6.6.5 Violation of this section by Vendor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

6.6.6 Describe how you will ensure that all WSDOT IT Assets stored within their product are secured as defined by the OCIO's policy 141.10 Securing Information Technology Assets as of 10/01/2011.

6.6.7 Acknowledge that all WSDOT owned data stored by the vendor shall be housed and administered within the United States of America.

6.6.8 Describe Data Ownership- and how the data will be transferred if there is termination of the contract with WSDOT. Data includes both raw data and products derived therefrom.

6.6.9 Describe how you will provide Data Extraction- for **weekly** extraction of Utility Permit data in machine readable format for use in WSDOT’s Data Warehouse and other data stores as needed.

6.6.10 Describe how you will provide Encryption In-Transit- for all information transferred, either to or from the vendor's cloud based software, shall be encrypted.

6.6.11 Describe how you will provide Vendor Security Documentation- and provide security procedure documentation and a listing of any security certifications held by the vendor to WSDOT IT Security.

6.6.12 Exhibit how you will provide Intrusion Monitoring and Prevention. The vendor shall provide intrusion monitoring and prevention, and shall provide WSDOT IT Security with a record of any potential security breaches.

7. BEST VALUE

7.1 (MS) Best Value

Vendor must describe in detail what value its product and/or service will provide to WSDOT, such as: the robustness of the proposed system, supportability of the proposed system, flexibility of the proposed system, extensibility of the proposed system, compliance to industry standards, and ease of use of the proposed system.

7.2 Scoring of Best Value

This section is worth *ten percent (10%)* and is an all-or-nothing category. Only one Vendor whose proposal is determined to be the Best Value will be awarded the respective points.

8 FINANCIAL QUOTE

Respond to the following requirements per the instructions in section 3.7.

8.1 Overview

WSDOT seeks to acquire the On-line *Utility Permitting System (OUPS)* that best meet the State's needs at the lowest cost and best value.

Contract prices must include all cost components needed for the provisioning of the OUPS as described in Section 5, Experience and Skill Qualifications. All costs associated with the OUPS must be incorporated into the price of the Response to the RFQQ. Any OUPS offered by the Vendor or its Subcontractor(s) that does not have a corresponding separate price will have no separate additional cost to WSDOT when acquired by WSDOT.

8.2 Financial Grounds for disqualification

Failure to identify all costs in a manner consistent with the instructions in this RFQQ is sufficient grounds for disqualification.

8.3 Taxes

Vendor must collect and report all applicable state taxes as set forth in Section 4.4, *Vendor Licensed to do Business in Washington*. Vendor must not include taxes on the *Price List* or in the *Cost Model* form.

8.4 (M) Price List

- 8.4.1 Vendor must provide a *Price List* as an attachment to its Response. Such list shall include the prices for all services necessary to meet the RFQQ's minimum mandatory requirements. Vendor's *Price List* may include any additional products, software, and services appropriate to the scope of this RFQQ.
- 8.4.2 All terms on the price list must be compatible with the terms of the RFQQ and subsequent Contract.
- 8.4.3. All prices provided in the Appendix E *Cost Model* must be consistent with and cross-reference the *Price List*.

8.5 (M) Presentation of All Cost Components

All elements of recurring and non-recurring costs must be identified and included in the *Price List* and *Cost Model*. This must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, and supplies needed for the installation, warranty work and maintenance of the *OUPS*.

8.5.1 Shipping and Handling Charges

All items are to be quoted FOB destination, Olympia Washington. All anticipated shipping costs necessary to meet the delivery schedule must be included in the line item price quote of each item. No additional charges for shipping or handling will be allowed.

8.5.2 Training

Classroom training costs must include all documentation and materials.

8.5.3 Software Licensing

The License(s) must be perpetual.

8.5.4 Miscellaneous Expenses

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Vendor. Hourly rates proposed by Vendor must include these costs.

8.6 (M) Price Protection

For the entire term(s) of the Contract, the Vendor must guarantee to provide the OUPS at the proposed rates. OUPS user fees cannot increase during any term of the Contract.

User Fees for the applicant shall be identified in the Proposal. It is understood that Vendor cannot increase identified user fees without approval from the Department.

8.7 (M) Price Decrease Guarantee

The ASV, at its discretion, may elect to provide OUPS specified in this RFQQ at a lower price than originally quoted at any time during the term of the Contract. If the Manufacturer's suggested retail price decreases at any time during the term of the Contract, Vendor must pass on the decrease for all subsequent purchases. The decrease must be proportionate to the percentage decrease of the Manufacturer's suggested retail price.

8.8 (M) Costs Not Specified

Where there is no charge or rate for OUPS enter N/C (no charge) or zero (0) on the *Price List* or *Cost Model*, as applicable. If the Vendor fails to provide a price, the State will assume the item is free. If the Vendor states “no charge” for an item in the model, the State will receive that item free for the period represented in the model.

8.9 (M) Cost Model

The *Cost Model* form contained in Appendix E must be completed using the pricing from Vendor’s proposed *Price List* included in its Response. Vendor must include in the *Cost Model* all cost components needed for the provisioning of the OUPS.

8.10 (MS) Completion of Cost Model

The Vendor must follow the instructions set forth below to complete the *Cost Model*, which will be the basis for evaluation of the Financial Response as specified in Section 8, *Financial Quote Evaluation*. Use the forms in Appendix E, *Cost Model*, to itemize the costs associated with your proposed OUPS. All prices appearing in the *Cost Model* must also be included in Vendor’s *Price List*.

SECTION 9

9 EVALUATION PROCESS

9.1 Overview

The Vendor who meets all of the RFQQ requirements and receives the highest number of total points as described below in Section 9.6, *Vendor Total Score*, will be declared the ASV and enter into contract negotiations with WSDOT.

9.2 Administrative Screening

Responses will be reviewed initially by the RFQQ Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, *Administrative Requirements*. Evaluation teams will only evaluate Responses meeting all administrative requirements.

9.3 Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements (see Sections 4, 5, & 6). Only Responses meeting all Mandatory requirements will be further evaluated.

The State reserves the right to determine at its sole discretion whether Vendor's response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, WSDOT reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

9.4 Allocation of Points

The scores for Response will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

Experience and Skill Qualifications (Section 5)	200 points
Technical Requirements (Section 6)	400 points
Financial Quote (Appendix E)	150 points
Top Candidates- Oral Presentation/Interview	150 points
Best Value- 10%	100 points
Total Possible Points	1000 points

PHASE I	200 points
Experience and Skill Qualifications (Section 5)	400 points
<i>Technical Requirements (Section 6)</i> Cost Quote (Appendix E)	150 points
Phase I Subtotal	750 points
PHASE II	
Top Candidates- Oral Presentation/Interview	150 points
Best Value- 10%	100 points

Phase II Subtotal	250 points
-------------------	------------

9.5 Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFQQ. Responses receiving a “0” on any Mandatory Scored (MS) element(s) will be disqualified.

9.5.1. Experience and Skill Qualifications Evaluation

Each scored element in the Experience and Skill Qualifications section of the Response will be given a score by each team evaluator. Then, the scores will be totaled and an average score for each Vendor will be calculated as set forth below. This will be used in the calculation of Vendor’s total score, as set forth in Section 9.6, *Vendor Total Score*.

Evaluation points will be assigned based on the effectiveness of the Response to each experience/skill requirement. A scale of zero to four will be used, defined as follows:

0	Unsatisfactory	Capability is non-responsive or wholly inadequate.
1	Below Average	Capability is substandard to that which is average or expected as the norm.
2	Average	The baseline score for each item, with adjustments based on the evaluation team’s reading of the Response.
3	Above Average	Capability is better than that which is average or expected as the norm.
4	Exceptional	Capability is clearly superior to that which is average or expected as the norm.

$\frac{\text{Sum of Evaluators' Experience and Skill Scores}}{\text{Number of Evaluators}} = \text{Vendor's Avg. Experience and Skill Score}$

9.5.2. Technical Requirements Evaluation

Each Scored element in the Technical Requirements section of this Response will be given a score by each individual evaluator. The, the scores will be totaled and as average score for each Vendor will be calculated as set forth below.

$\frac{\text{Total Technical Requirements Scores}}{\text{Number of Evaluators}} = \text{Vendor's Avg. Technical Requirements Score}$
--

9.5.3. Financial Quote Evaluation

The financial evaluation team will calculate the financial score for the Financial Quote section of the Response using Vendor’s *Cost Model* (see Section E). This financial score will be used in the calculation of Vendor’s total score, as set forth in Section 9.6, *Vendor Total Score*.

$\frac{\text{Lowest Price Quote}}{\text{[total points/percentage possible]}} = \text{Financial Score}$
--

Vendor's Price Quote

9.5.4. Phase II Evaluation

WSDOT may, after evaluating the written proposals, elect to schedule oral presentations/interviews of the top scoring finalists. The RFQQ Coordinator will notify finalists of the date, time and location of the oral presentations. The dates in the Schedule (Section 2) are an estimate and are subject to change at the discretion of WSDOT.

Final points for the oral presentations/interviews will be calculated by an average of the individual scores as set forth below. This will be used in the calculation of Vendor's total score, as set forth in Section 9.6, *Vendor Total Score*.

$\frac{\text{Sum of Evaluators' Phase II Scores}}{\text{Number of Evaluators}} = \text{Vendor's Avg. Phase II Score}$

9.5.5 Scoring of Best Value

This section is worth ten (10%) and is an all-or-nothing category. Only one Vendor whose proposal is determined to be the Best Value will be awarded the points.

9.6 Vendor Total Score

Vendors will be ranked using the Vendor's Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth. Vendor's Total Score will be calculated as follows:

$\text{Total Score} = (\text{Experience and Skill Score}) + (\text{Technical Requirements Score}) + (\text{Oral Presentation/Interview Score}) + (\text{Financial Score}) + (\text{Best Value})$
--

9.7 Selection of Apparently Successful Vendor

The Vendor with the highest Vendor total score will be declared the ASV. WSDOT will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within one (1) month after initiation, WSDOT may immediately cease contract negotiations and declare the Vendor with the second highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.

APPENDIX A

CERTIFICATIONS AND ASSURANCES

On-line Utility Permitting System

Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFQQ are conditions precedent to the award or continuation of the resulting // Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFQQ, and it may be accepted by WSDOT without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, your Response will remain valid for 180 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) **are** / **are not** submitting proposed Contract exceptions (see Subsection 3.16, *Contract Requirements*).

Vendor Signature

Vendor Company Name

Title

Date

APPENDIX B

Terms and Conditions For On-line Utility Permitting System

APPENDIX C

MWBE Participation Form

Minority and Women's Business Enterprises (MWBE) Participation Form

MWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 753-9693.

In accordance with WAC 326-30-046, WSDOT goals for acquisitions have been established as follows:
12% MBE or WBE.

MBE FIRM NAME	*MBE CERTIFICATION NO.	PARTICIPATION %

WBE FIRM NAME	*WBE CERTIFICATION NO.	PARTICIPATION %

*Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: _____

APPENDIX D

COMPLAINT AND PROTEST PROCEDURES

1.0 COMPLAINT

This complaint procedure is available to Vendors with unresolved issues or concerns that were not addressed or resolved during the question and answer period of the solicitation.

Vendor complaints must be received, in writing, by the Solicitation Coordinator **not less than five (5) business days prior to the deadline for bid submission.**

Grounds for Complaint

Written complaints may be based only on the following:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

Complaints not based on these criteria will not be considered.

Format and Content

Vendors making a complaint shall include in their written complaint to WSDOT all facts and arguments upon which the Vendor relies. Vendors shall, at a minimum, provide the following in their written complaint:

- The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest;
- The solicitation document name and number and reference to WSDOT as the issuing agency ;
- Specific and complete statement of WSDOT's action(s) that is the subject of the complaint;
- Specific reference to the basis for the complaint; and
- Description of the relief or corrective action requested.

WSDOT Review Process

Upon receipt of a complaint, the Solicitation Coordinator or his or her designee will consider all the facts available and respond in writing prior to the deadline for bid submissions. The complaint response and any changes to the solicitation arising from the complaint shall be posted on WEBS as an amendment to the solicitation.

The Solicitation Coordinator's response to the complaint is final and not subject to administrative appeal. A copy of this response will be sent to the Secretary's Office or designee.

Issues raised in a complaint may not be raised again during the protest period.

2.0 Protests

This protest procedure is available to Vendors who submitted a Response to this solicitation and have requested and attended a debriefing conference. Protests must be made to WSDOT after the Apparently Successful Vendor (ASV) has been announced. To be considered, Vendor protests must be received, in writing, by WSDOT within five (5) Business Days after the Vendor debriefing conference.

Grounds for Protest

Protests may be made on only these grounds:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Non-compliance with procedures described in the procurement document or agency protest process or DES requirements.
-

Protests not based on these criteria will not be considered

Procedure for Protest

A Vendor must file a written protest with WSDOT within five (5) Business Days after their debriefing conference. WSDOT will immediately notify Department of Enterprise Services (DES) of receipt of the protest. WSDOT will also postpone further steps in the acquisition process until the protest has been resolved.

A protest shall be in writing, shall contain the facts and arguments upon which the protest is based, and shall be signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, the protest shall include the following information:

- The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- The solicitation document name and number and reference to WSDOT as the issuing agency.
- Specific and complete statement of WSDOT's action(s) being protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

Protests shall be addressed to:

Chief Information Officer
Washington State Department of Transportation
7345 Linderson Way SW
Tumwater, WA 98501-7430

The Vendor shall also forward a copy to the WSDOT Solicitation Administrator at the same time the protest is sent to the Chief Information Officer.

WSDOT REVIEW PROCESS

Upon receipt of a protest, a protest review will be held by WSDOT. WSDOT will postpone signing Contracts with ASVs until the Vendor protest has been resolved. Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the Vendor and all other relevant facts known to WSDOT. All available facts will be considered, and the director of the department responsible for administration of the Contract, or his/her delegate will issue a decision within five Business Days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay within five Business Days of receipt of the protest.

WSDOT DETERMINATION

The final determination shall:

- Find the protest lacking in merit and uphold the agency's action;
- Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest;
- Find merit in the protest and provide the agency with options that may include:
 - Correct errors and reevaluate all proposals; or
 - Reissue the solicitation document; or
 - Make other findings and determine other courses of action as appropriate.
- Not require the agency to award a Contract to the protesting party or any other Vendor, regardless of the outcome.
- The determination of WSDOT is final and no further administrative appeals are available.

APPENDIX E

COST MODEL

DELIVERABLES		
System in place and operative		\$ _____
Training for WSDOT staff		\$ _____
Training for users		\$ _____
SUPPORT (UNLIMITED INSTANCES)		
Reactive Support/Problem Resolution 12x5 phone/web support (M-F, 6 Am – 6 Pm – PT)		\$ _____
Proactive Support included. Examples:		
TRAINING		
Training, including all related costs		\$ _____
HOSTING (List Annual price)		
Managed/Enterprise hosting		\$ _____
VPS		\$ _____
Cloud Hosting		\$ _____
ADDITIONAL /OPTIONAL SERVICES		
CONTENT MIGRATION SERVICES		
Migration (performed by vendor) of content from current PowerBuilder database into OUPS		\$ _____
Addition of other WSDOT section for Permit processing and data management _____		\$ _____ _____
Total COST Submission		\$ _____

Vendor Signature

Vendor Company Name

Title

Date

APPENDIX F

RESPONSE CHECKLIST

In order to be considered responsive, Vendors must include, at a minimum, the following components in their RFQQ Response. Failure to include or properly document any of the following requirements may be grounds for disqualification.

General:

Vendor must properly respond to each question/requirement contained in Sections 4, 5, 6, 7 & 8 as per Sections 0 *Response Contents*, 0 *Number of Response Copies Required*, and 0 *Response Presentation, and Format*.

Volume 1:

- ☐ Vendor's executive summary explicitly acknowledging receipt of all RFQQ revisions issued
- ☐ The Response to the Vendor requirements (Section 4)
- ☐ The Response to the experience and skill qualifications (Section 5)
- ☐ The Response to the Technical Expertise requirements (Section 6)

Volume 2:

- ☐ The Responses to the financial requirements and Price List (Section 8)
- ☐ Vendor's completed Cost Model (Appendix E)
- ☐ Vendor's signed and completed *Certifications and Assurances* (Appendix A)
- ☐ Vendor's exceptions and/or proposed revisions to the *Contract* (Appendix B)
- ☐ Vendor's *MWBE Certification* (Appendix C), if applicable
- ☐ Vendor's Best Value Statement (Section 7)